JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

TITAN INTERNATIONAL, INC.

(b) County of Residence of First Listed Plaintiff: Montgomery County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
SIDNEY L. GOLD, ESQUIRE/ SIDNEY L. GOLD & ASSOC., P.C.
1835 MARKET ST., STE 515, PHILA., PA 19103
TELEPHONE (215) 569-1999 sgold@discrimlaw.net

DEFENDANTS

DAVID G. KIDD; MBR METALS OU; AND MBR METALS, USA, LLC

County of Residence of First Listed Defendant: OUT OF STATE
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- X 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	X 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	X 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Med. Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- x 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition)
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

x 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing **(Do not cite jurisdictional statutes unless diversity)**:
DEFEND TRADE SECRETS ACT OF 2016, 18 U.S.C. Section 1836 (b)

Brief description of cause:
Employment Discrimination

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $ 150,000 in excess

CHECK YES only if demanded in complaint:
JURY DEMAND: 4, Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: April 24, 2017

SIGNATURE OF ATTORNEY OF RECORD: **/s/Sidney L. Gold, Esquire** X

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 301 Lilac Lane, Cinnaminson, NJ 08077 & 740 Queen Street, Pottstown, PA 19464

Address of Defendant: See attached

Place of Accident, Incident or Transaction: 740 Queen Street, Pottstown, PA 19464 (*Use Reverse Side For Additional Space*)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes☐ No **X**

Does this case involve multidistrict litigation possibilities? Yes☐ No **X**

RELATED CASE, IF ANY:
Case Number: ____________ Judge ____________ Date Terminated: ____________

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
   Yes☐ No**X**
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
   Yes☐ No**X**
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
   Yes☐ No**X**
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
   Yes☐ No **X**

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*
1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. X All other Federal Question Cases
    (Please specify) Defendant Trade Secrets Act of 2016

B. *Diversity Jurisdiction Cases:*
1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
   (Please specify) ____________

ARBITRATION CERTIFICATION

(*Check Appropriate Category*)

I, **Sidney L. Gold, Esquire**, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

X Relief other than monetary damages is sought.

DATE: April 24, 2017 **/s/Sidney L. Gold, Esquire** — Attorney-at-Law **21374** — Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: April 24, 2017 **/s/ Sidney L. Gold, Esquire** — Attorney-at-Law **21374** — Attorney I.D.#

CIV. 609 (5/2012)

ADDRESS OF (3) DEFENDANTS:

David Kidd
602 Eagle Pass
Durango, Colorado 81301

MBR Metals, USA, LLC,
813 Main Ave., Suite 209
Durango, Colorado 81301

MBR Metals OU
Moisa 4, 13522 Tallinn, Estonia

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 301 Lilac Lane, Cinnaminson, NJ 08077 & 740 Queen Street, Pottstown, PA 19464

Address of Defendant: See attached

Place of Accident, Incident or Transaction: 740 Queen Street, Pottstown, PA 19464 (*Use Reverse Side For Additional Space*)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No **X**

Does this case involve multidistrict litigation possibilities? Yes ☐ No **X**

RELATED CASE, IF ANY:

Case Number: ________ Judge ________ Date Terminated: ________

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No**X**
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No**X**
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No**X**
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes ☐ No **X**

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. X All other Federal Question Cases
    (Please specify) Defendant Trade Secrets Act of 2016

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
   (Please specify) ________

ARBITRATION CERTIFICATION

(*Check Appropriate Category*)

I, **Sidney L. Gold, Esquire**, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

X Relief other than monetary damages is sought.

DATE: April 24, 2017 **/s/Sidney L. Gold, Esquire** **21374**

Attorney-at-Law Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: April 24, 2017 **/s/ Sidney L. Gold, Esquire** **21374**

Attorney-at-Law Attorney I.D.#

CIV. 609 (5/2012)

ADDRESS OF (3) DEFENDANTS:

David Kidd
602 Eagle Pass
Durango, Colorado 81301

MBR Metals, USA, LLC,
813 Main Ave., Suite 209
Durango, Colorado 81301

MBR Metals OU
Moisa 4, 13522 Tallinn, Estonia

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Titan International, Inc.	:	CIVIL ACTION
	:	
v.	:	
David Kidd; MBR Metals OU; and MBR METALS, USA, LLC	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )

(f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

April 24, 2017	/s/Sidney L. Gold, Esquire	
Date	**Attorney-at-law**	**Attorney for Plaintiff**
215.569.1999	215.569.3870	sgold@discrimlaw.net
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

TITAN INTERNATIONAL, INC.,	:	CIVIL ACTION NO.:
Plaintiff,	:	
v.	:	
DAVID G. KIDD, MBR METALS OU, and MBR METALS, USA, LLC	:	JURY TRIAL DEMANDED
Defendants.	:	

COMPLAINT AND JURY DEMAND

I. PRELIMINARY STATEMENT:

1. This is an action for an award of damages, attorneys' fees, injunctive relief, and other relief on behalf of Plaintiff, Titan International, Inc., against Defendants David Kidd, MBR Metals, USA, LLC, and MBR Metals OU (collectively referred to as "Defendants"), who has been harmed by Defendants' unlawful actions as set forth herein below.

II. JURISDICTION AND VENUE:

2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§1331, as Plaintiff's claims are substantively based on the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(b).

3. The supplemental jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1367 to consider Plaintiff's claims arising under Pennsylvania common law.

4. Venue is proper in this District pursuant to the Employment Agreement relating to Confidential Business Information, Trade Secrets, Non-Competition, and Inventions entered into

by Titan and Defendant Kidd which contains the express agreement to have disputes concerning the parties' rights and liabilities heard and determined in this District.

III. PARTIES:

5. Plaintiff, Titan International, Inc., is a New Jersey corporation with its principal place of business located at 301 Lilac Lane, Cinnaminson, New Jersey 08077, maintaining its primary production facility in Pottstown, Pennsylvania.

6. Defendant, David Kidd, is a natural person and a citizen of the State of Colorado, residing therein at 602 Eagle Pass, Durango, Colorado 81301.

7. Defendant, MBR Metals OU, is a foreign corporation with a business address at Moisa 4, 13522 Tallinn, Estonia.

8. Defendant, MBR Metals, USA, LLC, a limited liability corporation, with a business address at 813 Main Ave., Suite 209, Durango, Colorado 81301.

IV. STATEMENT OF FACTS:

The Nature of Titan's Business

9. Plaintiff, Titan International, Inc. ("Titan"), is a world-class manufacturer and recycler of high-value specialty metal products.

10. Over the past twenty seven (27) years, Titan has built a global presence and stellar reputation in the industry based upon its broad line of quality products and custom solutions designed for its clients' unique requirements. Its products have been approved for use in the most demanding applications and industries, including aerospace, automotive, energy and defense.

11. Titan employs a highly-skilled technical staff including metallurgists, chemists and engineers, operating from within its 200,000 square foot state-of-the-art production facility located in Pottstown, Pennsylvania. In addition, Titan employs an experienced sales force tasked with developing client relationships into long-term partnerships. Further, Titan's executive leadership team members are critical to its business and are placed in a position of trust and confidence.

12. Employees of Titan are entrusted with Titan's confidential, proprietary information and trade secrets, such as: customer agreements; customer service information; intellectual property; names of customer contacts and the identities of their decision-makers; identities of distributors and suppliers; internal personnel and financial information; information about customers that is not generally known to the public; information about the profitability of particular customers; the manner and method's of conducting Titan's business; and marketing plans, development plans, and marketing techniques, all of which is information that gives Titan a competitive business advantage, or the opportunity of obtaining such an advantage, the disclosure of which, could be detrimental to the interests of Titan.

13. To protect this confidential business information, Titan requires employees with regular access to such information to enter into agreements with confidentiality and non-competition provisions.

David Kidd

14. On or about March 13, 2002, Titan hired Defendant David Kidd ("Kidd") into the position of Sales Executive. In said capacity, Kidd was responsible for servicing Titan's customer-base and developing relationships with suppliers, in addition to the active pursuit of new clients.

15. In connection to his role as a Sales Executive, Kidd had access to and learned various aspects of Titan's confidential information, including its strategic business plans, customer lists, product importation and distribution plans, sales and marketing strategies, pricing strategies, targeted supplier and customer acquisition plans, intellectual property, and competitive strengths and weaknesses. The disclosure or misuse of this information, coupled with the usurping of Titan's customer goodwill, would be detrimental to Titan's business, resulting in the irretrievable loss of its customer relationships and competitive advantage.

16. To protect the valuable goodwill and proprietary confidential information with which it entrusts its employees, as a condition of Kidd's employment, Titan required that Kidd enter into an Employment Agreement Relating to Confidential Business Information, Trade Secrets and Noncompetition.

17. On or about May 24, 2006, Titan promoted Kidd to Vice President of the Metals Powders Division. The company had expanded greatly since Kidd's hire and said Division was added for the sale of various types of powders and other forms, particularly of molybdenum and tungsten. A milling operation was also added to said Division to manufacture a variety of ferroalloy powders and tungsten carbide grit.

18. In his Vice President role, Kidd was highly compensated, averaging approximately three hundred thousand eight hundred seventy-one dollars ($300,871.00) per annum between 2006 and 2012. In said position, Kidd sourced products from suppliers and serviced some of the most lucrative Titan customers. He was privy to Titan's most important trade secrets, including supplier and customer information and pricing, most of which he materially participated in developing.

19. In connection therewith, on or about July 8, 2013, in exchange for a payment of five thousand dollars ($5,000), Kidd executed an updated Employment Agreement Relating to Confidential Business Information, Trade Secrets and Noncompetition ("the Agreement"), a true and correct copy of which is attached hereto and marked as "Exhibit A."

20. In entering into the Agreement with Titan, Kidd covenanted that, among other things, for a period of three (3) years after the termination of Kidd's employment with Titan, he would not provide services for any competitor, or solicit business from any of Titan's customers, or misappropriate or disclose Titan's confidential information.

21. On or about October 23, 2014, Titan and Kidd entered into an oral contract whereby Titan would loan Kidd ten thousand dollars ($10,000) and said amount would be repaid to the company via Kidd's future commissions. On or about May 14, 2015, Titan and Kidd agreed that Titan would loan Kidd an additional ten thousand dollars ($10,000), again to be repaid to the company via Kidd's future commissions. To date, only six thousand dollars ($6,000) has been repaid to Titan, leaving the balance of fourteen thousand dollars ($14,000) unpaid.

22. On or about August 12, 2015, Kidd abruptly resigned his employment with Titan, without any notice and without providing an explanation.

Kidd Begins Diverting Titan Customers to MBR

23. Following his resignation, Kidd embarked on a campaign of targeting and diverting Titan customers to his new employer, Defendant MBR Metals OU ("MBR").

24. Importantly, MBR is a significant supplier to Titan and is also a competitor of Titan. Between 2011, when the parties first started doing business, and 2017, Titan purchased

over $7,500,000 of various metal products from MBR, which Titan then resold to its customers. Further, Kidd was the manager of Titan's relationship with MBR.

25. From October 23 to 25, 2016, there was a trade conference in Miami, Florida called Cru Ryans Notes Ferroalloys Conference, which attracts producers, traders and consumers of ferroalloys, minor metals and powder products markets. Titan routinely attends this conference, which is held on an annual basis, as did Kidd on behalf of Titan when Kidd was an employee of Titan.

26. On October 21, 2016, Titan inadvertently learned that Kidd had booked airline tickets to Miami, Florida traveling on October 21, 2016 with return flights to Durango scheduled the next day.

27. At the conference on October 23, 2016, Titan met with and asked MBR if MBR met with Kidd. MBR denied meeting with Kidd, saying it had not heard from him. Titan advised MBR at that time that Kidd, as a former employee of Titan, was subject to and bound by a non-compete agreement with Titan.

28. On or about April 20, 2017, Titan learned that Kidd established a Colorado limited liability company on December 19, 2016 named MBR Metals USA with a registered address at 813 Main Avenue, Suite 209, Durango, Colorado.

29. In or about February, 2017, less than two (2) years since Kidd's employment with Titan ended, Titan learned that Kidd had been in contact with some of Titan's customers. Upon learning that Kidd had been in contact with some Titan customers, Tian made numerous efforts to contact Kidd both directly and indirectly through MBR in an effort to discuss and resolve the situation. Kidd failed and refused to respond to any of Titan's overtures. MBR passed Titan's

request for contact to Kidd, but denied having anything to do with the issues between Titan and Kidd and refused to discuss the situation further.

30. In or about March 15, 2017, one such Titan customer, Metaltek International, informed Titan that Metaltek had entered into business negotiations with MBR for its nickel niobium product because MBR was offering material at a price at a significant discount to Titan's price. By way of context, between 2006 when Metaltek first became a customer of Titan and 2015, the year that Kidd abruptly resigned from Titan, Titan sold over $17,000,000 worth of metal products to Metaltek. Further, Kidd was the manager of Titan's relationship with Metaltek.

31. Upon information and belief, Kidd provided MBR with Titan's trade secret and confidential information in order to give MBR a competitive advantage and ability to poach Titan's customers.

32. Upon discovering the aforementioned wrongful conduct, in letters dated March 15, 2017, Titan demanded that Kidd and MBR cease and desist. However, Kidd and MBR have continued their unlawful scheme through the present and continue to use Titan's proprietary, confidential and trade secret information.

33. In sum, Defendants have exploited an unfair competitive advantage by using Titan's trade secrets, confidential information, intellectual property, and customer goodwill against Titan, in violation of Kidd's Agreement, to interfere with Titan's existing and prospective business relations.

34. Should Defendants continue with their unlawful scheme, Titan will be irreparably and permanently damaged by Defendants' misconduct.

35. In or about January 24, 2017, Titan and MBR entered into an agreement for the purchase from MBR of 8,000 kgs of ferro niobium (the "Material") for the price of $154,516.97. Titan received the Material, which was contained in 8 x 1,000 kg super sacks, on March 2, 2017.

36. Upon inspection, the Material was found to be contaminated with a significant amount of steel, broken super sacks, cored wire scraps, a grain bag and other trash and debris fairly evenly disbursed through the Material, requiring multiple processes to remove the contaminants, and requiring significant additional labor and further lab analysis, all in an effort to remediate the contamination at Titan's cost and expense. In addition, the Material was found to be short of the weight represented by seller, MBR.

37. In all of the purchases of various metal products from MBR commencing in 2011 and continuing through this most recent purchase of the Material in January, 2017, which metal products were valued in excess of $7,500,000, never before had any such purchases contained contaminants or failed to meet the specification represented by seller, MBR,

38. Had Titan sold the Material to its customers as received from MBR, and customers used said Material in their production processes, Titan would have been exposed to claims and damages from those customers worth hundreds of thousands of dollars and would also have suffered significant damage to its reputation with those customers.

39. Upon information and belief, MBR intentionally contaminated the Material in an effort to damage Titan's relationships with its customers and to sell those customers directly.

COUNT I
Breach of Contract
Against Defendant Kidd

40. Titan incorporates herein by reference the allegations in the preceding paragraphs.

41. By the acts described above, Defendant Kidd violated the valid, binding, and enforceable Employment Agreement Relating to Confidential Business Information, Trade Secrets and Noncompetition he entered with Titan.

42. As a direct and proximate result, Titan has suffered and continues to suffer irreparable harm and injury including but not limited to loss of customers, loss of goodwill, profits, business reputation, market share, and disclosure of its confidential information.

43. Titan will continue to suffer such harm and injury if Defendant Kidd is not enjoined.

COUNT II
Tortious Interference with Titan's
Agreement with Kidd
Against Defendant MBR and Defendant MBR Metals USA

44. Titan incorporates herein by reference the allegations in the preceding paragraphs.

45. Titan has a valid, binding, and enforceable agreement with Defendant Kidd. Defendant MBR was and is aware of Titan's Agreement with Defendant Kidd.

46. By the actions described above, Defendant MBR has interfered with those contractual agreements by encouraging, inducing, or ratifying the breach of those agreements by Defendant Kidd.

47. Defendant MBR was and is without privilege or justification in its interference with Defendant Kidd's Agreement.

48. This conduct has caused actual damage to Titan and was done intentionally and willfully, with reckless indifference to Titan's rights.

COUNT III
Unfair Competition
Against All Defendants

49. Titan incorporates herein by reference the allegations in the preceding paragraphs.

50. By the acts described above, Defendants have engaged in unfair competition. They have used unlawful means to compete with and injure Titan, a direct competitor of Defendant MBR.

51. Their wrongful acts include, but are not limited to, breaching Defendant Kidd's Agreement, tortiously interfering with Titan's contracts and business relationships, and using Titan's trade secrets and confidential information for their own benefit.

52. Defendants conduct has caused actual harm to Titan and was done intentionally and with willful, malicious and reckless indifference to the rights of Titan.

53. As a result of Defendants' conduct, Titan has suffered and will continue to suffer substantial, immediate and irreparable harm, and damages unless the Defendants are enjoined from their scheme of unlawful competition.

COUNT IV
Civil Conspiracy
Against All Defendants

54. Titan incorporates herein by reference the allegations in the preceding paragraphs.

55. Defendants acted together with a common purpose to unlawfully breach Kidd's Agreement, tortiously interfere with said Agreement and Titan's business relationships,

improperly use for their benefit Titan's trade secrets and confidential information, and engage in unfair competition.

56. By their acts described above, Defendants knowingly and purposely, with knowledge of their conspiracy and intent to further the objectives of their conspiracy, committed overt acts in pursuance of the common purpose.

57. As a result, Titan has suffered actual legal damage.

COUNT VI
Violation of the Defend Trade Secrets Act of 2016,
Including That Act's Amendments to 18 U.S.C. § 1836(b)
Against All Defendants

58. Titan incorporates herein by reference the allegations in the preceding paragraphs.

59. Titan's products and services are used in interstate and foreign commerce.

60. Titan is the owner of trade secrets including, but not limited to, its customer lists, customer raw material specifications, cost information, business methods, services pricing lists, fees and compensation, strategic business plans, product importation and distribution plans, sales and marketing strategies, pricing strategies, targeted supplier and customer acquisition plans, and intellectual property.

61. Upon information and belief, Defendants have misappropriated Titan's trade secrets, as aforesaid.

62. Titan discovered Defendants' misappropriations of Titan's trade secrets in March of 2017.

63. Upon information and belief, Defendants have continued to misappropriate and/or use Titan's trade secrets through to the present in order to unfairly profit therefrom.

64. MBR knew, or should have known that the misappropriation and use of Titan's trade secrets was improper.

65. MBR is using Titan's trade secrets without Titan's express or implied consent.

66. Instead, Defendants acquired Titan's trade secrets by improper means.

67. Defendants acquired Titan's trade secrets under circumstances giving rise to a duty to maintain the secrecy of the trade secrets.

68. Defendants acquired Titan's trade secrets through the improper acts of Defendant Kidd, who breached his contractual obligation to maintain the secrecy of Titan's trade secrets.

69. Titan has been damaged by Defendants' misappropriation of Titan's trade secrets.

COUNT VII
Violation of the Uniform Trade Secrets Act 12 Pn.C.S.§5301 et Seq.
Against All Defendants

70. Titan incorporates herein by reference the allegations in the preceding paragraphs.

71. Defendant Kidd had access to confidential information including trade secrets of Titan as defined at 12 Pa.C.S.§5302.

72. Defendants' actions constituted misappropriation of Titan's trade secrets such that their actions constitute, inter alia, a violation of Uniform Trade Secrets Act 12 Pa.C.S.§5301 et seq.

73. Such conduct by Defendants was willful and malicious within the meaning of the Uniform Trade Secrets Act.

74. Titan was injured by the Defendants' conduct.

COUNT VIII
Unjust Enrichment
Against all Defendants

75. Titan incorporates herein by reference the allegations in the preceding paragraphs.

76. By virtue of his status as a long-tenured and trusted Titan employee, Defendant Kidd was entrusted with access to Titan's trade secrets and other confidential information.

77. As set forth above, Titan has conferred a benefit on the Defendants, such benefit was known and was retained and/or accepted by the Defendants.

78. Based on the aforementioned unlawful conduct, it would be inequitable to allow the Defendants to retain such benefit.

COUNT IX
Breach of Contract
Against Defendant Kidd

79. Titan incorporates herein by reference the allegations in the preceding paragraphs.

80. By the acts described above, Defendant Kidd violated the valid, binding, and enforceable contract he entered with Titan requiring him to repay loans to the company totaling fourteen thousand dollars ($20,000).

81. As a direct and proximate result, Titan has suffered and continues to suffer damages.

COUNT X
Overpayment of Compensation
Against Defendant Kidd

82. Titan incorporates herein by reference the allegations in the preceding paragraphs.

83. Defendant Kidd, as Vice President of Titan's Metal Powders Division, was responsible for the profitability of the sales to his customers.

84. Where bad debts from uncollectible receivables and other losses, including from unfulfilled contracts and reduced inventory valuations based upon market pricing, resulted from sales to Defendant Kidd's customers, such bad debts and losses were to be deducted from gross profits attributable to Defendant Kidd's sales, thereby reducing commissions paid or payable to Defendant Kidd.

85. On or about October 17, 2014, Titan entered into a sales contract with Defendant Kidd's customer, SMH Schweizerische Metallhandel Panama S.A. ("SMH") for the sale of 1,340 kgs of high purity rhenium metal for the sale price of $3,752,000.

86. Based upon the aforesaid sales contract, Titan purchased raw materials in the marketplace in order to meet its delivery obligations to SMH.

87. SMH purchased 561.31 kgs of the contracted amount and then defaulted on the balance. Upon default, 778.69 kgs remained unpaid for the sale price of $2,180,332. Further to the default, the market price of the rhenium metal fell approximately $400 per pound, significantly impacting Titan's efforts to mitigate the losses on this transaction.

88. As a result of SMH's default, the market valuation losses and Titan's difficulty finding other sales outlets for materials produced in anticipation of the sale to SMH, Titan sustained significant losses which require a chargeback against Defendant Kidd's gross profits which would result in a recoupment of commissions overpaid Defendant Kidd in an amount in excess of $50,000.

89. As a direct and proximate result, Titan has suffered and continues to suffer damages.

COUNT XI
Unjust Enrichment
Against Defendant Kidd

90. Titan incorporates herein by reference the allegations in the preceding paragraphs.

91. As set forth above, Defendant Kidd has retained a benefit in terms of commissions paid to which Defendant Kidd is not entitled.

92. Based on the aforementioned conduct and circumstances, it would be inequitable to allow Defendant Kidd to retain the benefit of commissions paid to which he is not entitled.

PRAYER FOR RELIEF

93. Titan repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

WHEREFORE, Titan respectfully requests that this Court enter judgment in its favor and against the Defendants, and grant it the following relief:

(a) Order Defendants to immediately return and cease any use of all documents, records, materials, data, property and information, whether maintained in hard copy, electronic, or other form and whether in the form of a copy or original, belonging to or obtained from or through Titan, including but not limited to any and all customer lists, intellectual property, and customer information;

(b) Order Defendants to provide Titan with an itemized log of the information returned pursuant to subparagraph (a) above and a sworn declaration signed by all Defendants attesting to the following: that Defendants have conducted a complete and thorough search for all information described in subparagraph (a) above; that Defendants have returned all such information found; and that Defendants will make no further use of such information;

(c) Injunctive relief;

(d) Restitution and compensatory damages in an amount to be proved;

(e) Punitive damages against all Defendants;

(f) An award to Plaintiff of costs of investigation and litigation, interest, and attorneys' fees; and

(g) Such other and further relief as is deemed just and proper by the Court.

JURY TRIAL DEMANDED

Plaintiff Titan demands trial by jury.

SIDNEY L. GOLD & ASSOCIATES, P.C.

By: /s/Sidney L. Gold, Esquire
SIDNEY L. GOLD, ESQUIRE
Attorney I.D. No.: 21374
1835 Market Street, Suite 515
Philadelphia, PA 19103
(215) 569-1999
sgold@discrimlaw.net
Attorney for Plaintiff

Dated: April 24, 2017

VERIFICATION

I hereby verify that the statements contained in the attached Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Title 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 4-24-2017

WILLIAM D. GLYCENFER
VICE PRESIDENT

EMPLOYMENT AGREEMENT RELATING TO CONFIDENTIAL BUSINESS INFORMATION, TRADE SECRETS, NON-COMPETITON AND INVENTIONS

THIS AGREEMENT is made as of the ____ day of **July, 2013** (the "Effective Date"). This Agreement is between **Titan International, Inc.**, a New Jersey corporation ("COMPANY"), whose current address is 301 Lilac Lane, Cinnaminson, New Jersey 08077, and **David G. Kidd** ("EMPLOYEE"), whose current address is 602 Eagle Pass, Durango, CO 81301.

1. **NEED FOR AGREEMENT** – As part of EMPLOYEE's employment by COMPANY, EMPLOYEE has been placed in a position of trust and confidence and entrusted with COMPANY's confidential, proprietary information and trade secrets to enable EMPLOYEE to carry out his job functions. Because EMPLOYEE has received and will be receiving this type of confidential information, EMPLOYEE understands that he has an obligation not to exploit his access to this information for his own personal interest or interests outside of COMPANY both during the time of his employment and thereafter. EMPLOYEE also understands that as part of his employment by COMPANY, EMPLOYEE has been and will be required to establish and maintain relationships with COMPANY's customers and/or employees and to promote COMPANY's business to potential customers and/or employees. EMPLOYEE understands that COMPANY invests and will continue to invest significant resources to enable EMPLOYEE to do his job, and if EMPLOYEE's employment with COMPANY ends, COMPANY is entitled to preserve its goodwill, confidential information, customer and employee relationships and investments though the use of the restrictive covenants contained in this Agreement.

2. **CONSIDERATION** – In addition to other good and valuable consideration, EMPLOYEE agrees to enter into this Agreement in consideration of **a payment to the EMPLOYEE by the COMPANY in the amount of Five Thousand and 00/100 Dollars ($5,000.00).** EMPLOYEE acknowledges and agrees that at or before the time that COMPANY offered EMPLOYEE the foregoing consideration, COMPANY advised EMPLOYEE that he would be required to execute this Agreement as a condition of his receipt of the consideration.

3. **EMPLOYMENT DUTIES** – EMPLOYEE will perform all duties customarily performed by COMPANY employees holding the same or similar positions and all other duties that may be assigned to him from time to time. EMPLOYEE is considered to be part of the professional and management staff of COMPANY. As a member of such professional and management staff, EMPLOYEE's duties include the execution of management policy. EMPLOYEE promises to vigorously pursue the responsibilities that are assigned to him by COMPANY. EMPLOYEE's compensation and precise employment responsibilities may be extended, modified or curtailed by COMPANY from time to time at the sole discretion of COMPANY, and COMPANY, in its sole discretion, may change EMPLOYEE's assigned areas of responsibility. Such changes in compensation, job description and/or other assignments shall not alter any of EMPLOYEE's obligations under this Agreement except as otherwise stated herein.

4. **BEST EFFORTS** – During EMPLOYEE's employment with COMPANY, EMPLOYEE promises to devote his best efforts and his entire working time, attention and energies to performing his employment duties under this Agreement. EMPLOYEE promises not to be employed by, or render services for remuneration to, any other person or business or to take any steps to establish, enter into or engage in or be affiliated with any other commercial activities

PLAINTIFF'S EXHIBIT A

ALL-STATE LEGAL®

or pursuits whatsoever, directly or indirectly, in any fashion during EMPLOYEE's employment with COMPANY, without COMPANY's prior express written consent.

5. **AT-WILL EMPLOYMENT** – EMPLOYEE is an "at-will" employee of COMPANY, and either EMPLOYEE or COMPANY can terminate the employment relationship at any time for any reason. EMPLOYEE's and COMPANY's obligations and rights under this Agreement are not affected by EMPLOYEE's status as an "at-will" employee or by the termination of the employment relationship.

6. **CONFIDENTIAL INFORMATION** – EMPLOYEE recognizes and acknowledges that in the course of his employment by COMPANY, it will be necessary for EMPLOYEE to learn, acquire or develop information which could include, in whole or in part, information concerning COMPANY's methods, processes, business, plans, financial information, technology, formulas, formulations, improvements, components, technical information, manufacturing specifications, sales, customers and prospective customers, employees and prospective employees, sources, suppliers, manufacturers, consultants, services, profits, pricing or other confidential or proprietary information not generally known to the public including but not limited to processes for the recovery of rhenium and other metals from scrap (collectively referred to herein as "Confidential Information"). EMPLOYEE agrees that this Confidential Information belongs to and is the property of COMPANY. EMPLOYEE acknowledges that the use, misappropriation or disclosure of the Confidential Information by or for a person or entity other than COMPANY would constitute a breach of trust and could cause irreparable injury to COMPANY. EMPLOYEE further acknowledges that it is essential to the protection of COMPANY's competitive position that COMPANY's Confidential Information be kept secret and that it not be used for EMPLOYEE's own personal advantage or the advantage of others. EMPLOYEE agrees, therefore, that he will not use or disclose Confidential Information except in the course of his employment with COMPANY and for the sole benefit of COMPANY. EMPLOYEE further agrees that upon termination of his employment for any reason: (a) EMPLOYEE will immediately return to COMPANY all materials, including but not limited to electronic files, documents, copies and derivatives, which contain Confidential Information; (b) EMPLOYEE will not retain any copies or derivatives of any such materials; and (c) EMPLOYEE will not use or disclose Confidential Information after his separation of employment with COMPANY.

7. **INVENTIONS AND ASSIGNMENT OF INVENTIONS** – EMPLOYEE shall promptly disclose to COMPANY any and all intellectual property, discoveries, inventions, technological innovations, improvements and copyrightable works conceived or made by him, solely or jointly, during his employment with COMPANY whether or not conceived or made during working hours, relating in any manner to the business, business plans, or development plans of COMPANY. All such discoveries, inventions, technological innovations, improvements and copyrightable works, whether patentable or not patentable, shall be the exclusive property of COMPANY with respect to any and all countries. At the request and expense of COMPANY, at any time during his employment or thereafter, EMPLOYEE shall perform all lawful acts and execute, acknowledge and deliver all such instruments deemed necessary or desirable by COMPANY to vest or maintain in COMPANY all right, title and interest in and to such discoveries, inventions, technological innovations, improvements and copyrightable works recited in this section and to enable COMPANY to prepare, file and prosecute applications for patents and copyrights thereon in any and all countries selected by COMPANY, including renewals and reissues thereof, and to obtain or record sole and exclusive title to such

applications, patents and copyrights for any and all said countries. To the extent to which work performed under this Agreement is eligible to be deemed "work for hire" for purposes of the United States Copyright laws, the parties intend for it to be work for hire.

8. COVENANTS –

(a) Definitions:

(i) The term "Restricted Period" shall include the entire time period beginning on the Effective Date of this Agreement and ending on the date that is **three (3) years** after the termination of EMPLOYEE's employment with COMPANY.

(ii) The term "Restricted Territory" shall include all of the territory worldwide. EMPLOYEE specifically agrees to the aforesaid geographic restriction as COMPANY does business throughout the world and the principal means by which COMPANY's business is conducted is through telephonic, internet and mail communications.

(iii) The term "Competitor" shall include any individual or entity that provides services and/or products in competition with the services and/or products provided by COMPANY.

(iv) The term "COMPANY Employee" means any individual who: (A) performs services for COMPANY as an employee or independent contractor at any time within the last one (1) year of EMPLOYEE's employment with COMPANY; or (B) is seeking or being considered for an employment position with COMPANY at any time during the last six (6) months of EMPLOYEE's employment with COMPANY, if EMPLOYEE had been so informed prior to his termination date.

(v) The term "COMPANY Customer" means any individual or entity who: (A) receives services and/or products from COMPANY at any time within the last one (1) year of EMPLOYEE's employment with COMPANY; or (B) COMPANY is actively seeking to provide services and/or products to at any time during the last one (1) year of EMPLOYEE's employment with COMPANY, if EMPLOYEE had been so informed prior to the termination date; or (C) initiated contact with COMPANY (whether or not in response to a COMPANY solicitation) to inquire about receiving services from COMPANY at any time during the last one (1) year of EMPLOYEE's employment with COMPANY, if EMPLOYEE had been so informed prior to the termination date.

(b) During the Restricted Period, EMPLOYEE shall not, for himself, as an owner, manager, agent, employee, consultant or contractor, or on behalf of any person, association, partnership or corporation, directly or indirectly provide services for any Competitor where those services are performed: (i) in the Restricted Territory; (ii) for the benefit of anyone located within the Restricted Territory; or (iii) in furtherance of the Competitor's business interests within the Restricted Territory.

(c) During the Restricted Period, EMPLOYEE shall not, for himself, as an owner, manager, agent, employee, consultant or contractor, or on behalf of any person, association, partnership or corporation, directly or indirectly: (i) solicit or participate in any way in the recruiting or hiring of any COMPANY Employee by anyone other than COMPANY;

(ii) provide names or other information to anyone other than COMPANY to aid in their solicitation of any COMPANY Employee; or (iii) encourage any COMPANY Employee to terminate their employment or prospective employment with COMPANY in order to perform services on behalf of a person or entity other than COMPANY.

(d) During the Restricted Period, EMPLOYEE shall not, for himself, as an owner, manager, agent, employee, consultant or contractor, or on behalf of any person, association, partnership or corporation, directly or indirectly: (i) solicit or participate in any way in the solicitation of business from any COMPANY Customer by anyone other than COMPANY; or (ii) provide services for any COMPANY Customer in competition with COMPANY.

9. **INJUNCTIVE RELIEF** – EMPLOYEE acknowledges that the provisions of Paragraphs 6 through 8 are reasonable and necessary for the protection of COMPANY and that COMPANY will be irreparably damaged if such covenants are not specifically enforced. Accordingly, EMPLOYEE agrees that, in addition to any other relief or remedies available to COMPANY, COMPANY shall be entitled to seek and obtain an appropriate injunction or other equitable remedy from any court of competent jurisdiction for the purposes of restraining EMPLOYEE from any actual or threatened breach of such covenants, and no bond or securities will be required in connection therewith. If EMPLOYEE breaches any of the promises set forth in Paragraphs 6 through 8 of this Agreement, and COMPANY proves EMPLOYEE's breach in a forum of competent jurisdiction and/or COMPANY is awarded a permanent or temporary injunction against EMPLOYEE's continuing breach, or damages arising from said breach, EMPLOYEE shall be liable to pay all of COMPANY's reasonable costs and attorney's fees incurred in the enforcement of this Agreement, proving said breach, obtaining said injunction and/or damages, and/or collection on any judgment. If EMPLOYEE breaches any of the covenants set forth in Paragraph 8 of this Agreement, and COMPANY proves EMPLOYEE's breach in a forum of competent jurisdiction and/or COMPANY is awarded a permanent or temporary injunction against EMPLOYEE's continuing breach, or damages arising from said breach, the length of the Restricted Period set forth in Paragraph 8 of this Agreement shall be extended to continue for an additional period of time equal to the length of time that EMPLOYEE was shown to be in breach of Paragraph 8.

10. **NO PRIOR AGREEMENTS** – EMPLOYEE represents that he is not a party to or otherwise subject to or bound by terms of any contract, agreement or understanding which in any manner would limit or otherwise affect his ability to perform his obligations hereunder, including without limitation any contract, agreement or understanding containing terms and provisions similar in any manner to those contained in Paragraph 8 hereof. EMPLOYEE further represents and warrants that his employment with COMPANY will not require him to disclose or use any confidential information belonging to prior employers or other persons or entities.

11. **CORPORATE OPPORTUNITIES** – Employee acknowledges that he is obligated to disclose to COMPANY all business opportunities, potential business opportunities, recruiting opportunities, and/or potential recruiting opportunities that he becomes aware of during the course of his employment with COMPANY so that COMPANY has the option of pursuing these opportunities or potential opportunities at its discretion. EMPLOYEE shall not take any action to exploit a COMPANY opportunity or potential opportunity that he becomes aware of during the course of his employment for his personal benefit or for the benefit of anyone other than COMPANY.

12. **REPRESENTATION** – EMPLOYEE represents that his experience and capabilities are such that the provisions of Paragraph 8 will not prevent him from earning a livelihood, and acknowledges that it would cause COMPANY serious and irreparable injury and cost if he were to use his ability and knowledge in competition with COMPANY in violation of the provisions of Paragraph 8 or to otherwise breach the obligations contained in Paragraph 8.

13. **REVIEW BY COUNSEL** – EMPLOYEE acknowledges that he has had ample opportunity to review this Agreement with an attorney of his choosing and that he is not relying on any advice provided by counsel for or anyone else associated with COMPANY.

14. **COVENANTS OF THE ESSENCE** – The covenants set forth in Paragraphs 6 through 8 are of the essence of this Agreement; they shall be construed as independent of any other provisions in this Agreement; and the existence of any claim or cause of action by EMPLOYEE against COMPANY, whether predicated on this Agreement or not, shall not constitute a defense to the enforcement by COMPANY of these covenants.

15. **ENFORCEABILITY OF COVENANTS** – The restrictive covenants contained in Paragraphs 6 through 8 of this Agreement shall be enforceable by COMPANY regardless of the reason for EMPLOYEE's termination from employment from COMPANY or whether EMPLOYEE's termination is initiated by EMPLOYEE or is initiated by COMPANY.

16. **SERVICE OF PROCESS** – EMPLOYEE hereby irrevocably consents to the service of any summons and complaint and any other process which may be served in any action or proceeding arising out of or related to this Agreement to the mailing by certified or registered mail of copies of such process to EMPLOYEE at his address as set forth on this Agreement, or such other address that EMPLOYEE may give to COMPANY as his home address.

17. **SEVERABILITY** – If any word, term, provision or paragraph of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the remaining words, terms, provisions or paragraphs of this Agreement, which shall continue to be given full force and effect. If any word, term, provision or paragraph of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties hereby expressly agree that the court making such determination shall have the power to reduce the duration and/or restrict the scope of such term, provision or paragraph and/or delete or modify such specific words or phrases which the court shall deem necessary to permit enforcement of the remainder of this Agreement and such word, term, provision or paragraph in restricted form.

18. **WAIVER OF BREACH; SELECTIVE ENFORCEMENT** – The waiver by COMPANY of EMPLOYEE's breach of any provision or covenant of this Agreement shall not operate or be construed as a waiver of any subsequent breach by EMPLOYEE of the same or a different provision. Selective enforcement of this type of Agreement against some persons and not others shall in no way be construed as affecting the enforceability of this Agreement with EMPLOYEE, or be construed in any way against COMPANY.

19. **ENTIRE AGREEMENT** – This Agreement cancels and supersedes all prior oral or written agreements, if any, between COMPANY and EMPLOYEE on any subjects related to this Agreement, with the exception of that Nondisclosure Agreement entered into between the

parties with an Effective Date of September 8, 2010. No subsequent amendment, alteration, change or addition to this Agreement shall be binding upon COMPANY unless reduced to writing and signed by both parties hereto.

20. **DISCLOSURE** – For a period of **three (3) years** from the last date for which compensation (including any pay beyond the last day actively worked, if any) is received by EMPLOYEE from COMPANY: (a) EMPLOYEE shall disclose the existence and terms of this Agreement to any actual or prospective subsequent employer before accepting an offer of employment; and (b) EMPLOYEE consents to COMPANY's disclosure of the existence and terms of this Agreement to anyone, including any actual or prospective employer of EMPLOYEE.

21. **ASSIGNMENT** – This Agreement is binding upon EMPLOYEE's heirs, executors, administrators and other legal representatives and will inure to the benefit of COMPANY, its successors, and its assigns. In the event that COMPANY should consolidate, merge into another entity, transfer all or substantially all of its assets or operations to another entity, or divide its assets or operations among a number of entities, this Agreement shall continue in full force and effect with regard to the surviving entity and may be assigned by COMPANY if necessary to achieve that purpose. In addition, this Agreement and COMPANY's rights thereunder may be assigned to any entity acquiring business or assets from COMPANY. EMPLOYEE's obligations under this Agreement are personal in nature and may not be assigned by EMPLOYEE to any other person or entity.

22. **CHOICE OF LAW** – All questions concerning the execution of this Agreement and the rights and liabilities of the parties hereunder shall be decided in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of law. EMPLOYEE hereby irrevocably submits to the personal jurisdiction of the federal and state courts of the Commonwealth of Pennsylvania in any action or proceeding filed by COMPANY or EMPLOYEE to seek injunctive or other appropriate relief under this Agreement, and EMPLOYEE hereby irrevocably agrees that all such claims may be heard and determined in either federal or state court located in or having jurisdiction over Montgomery County, Pennsylvania. EMPLOYEE waives any objections to venue and to personal jurisdiction in the federal or state courts located in or having jurisdiction over Montgomery County, Pennsylvania.

AGREED, INTENDING TO BE LEGALLY BOUND:

	TITAN INTERNATIONAL, INC.
DAVID G. KIDD	By: CHRISTOPHER V. DEVONE
Address: 602 Eagle Pass Durango Co 81301	Title: President
Date: 7/8/13	Date: